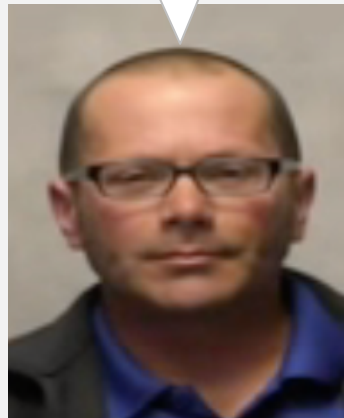


# Brian Accetta (Aptus Laborer in Basket with Trimboli)

What did he say?

Q. Do you have any perception of how far the basket fell as you described?

**A. I can't be 100 percent sure, but it was a good little bit, you know.**



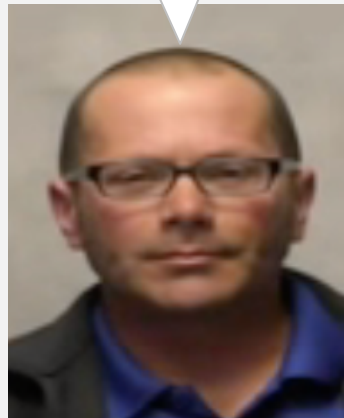
*Deposition of Brian Accetta,  
pg. 45, lines 8-11*

# Brian Accetta (Aptus Laborer in Basket with Trimboli)

What did he say?

Q. Okay. And what did you see when you looked up?

**A. When I first looked up we were underneath the bridge, so I saw that.**



*Deposition of Brian Accetta,  
pg. 48, lines 10-13*

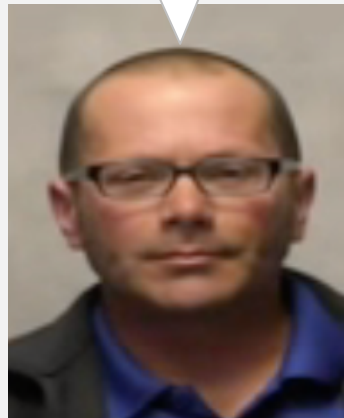


# Brian Accetta (Aptus Laborer in Basket with Trimboli)

What did he say?

Q. Was the pipe directly above you?

**A. It was not directly above me. It was above me...it was up for sure.**



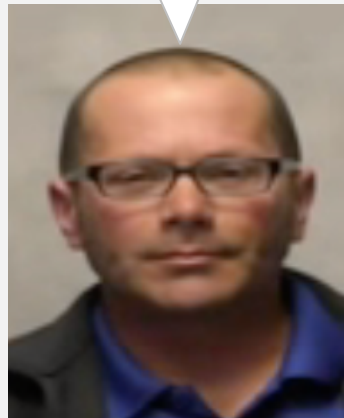
*Deposition of Brian Accetta,  
pg. 48, lines 14-18*

# Brian Accetta (Aptus Laborer in Basket with Trimboli)

What did he say?

Q. ...are you testifying that you were even farther under the bridge?

**A. We were underneath the bridge. We were out of original position.**



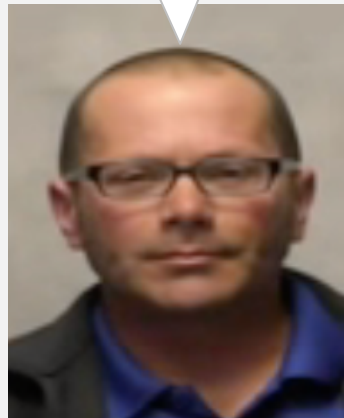
*Deposition of Brian Accetta,  
pg. 48, lines 21-25*

# Brian Accetta (Aptus Laborer in Basket with Trimboli)

What did he say?

Q. How do you know that the position had changed in terms of the distance from the bridge?

**A. ...we were in a different spot, number one.  
We were lower than we were.**



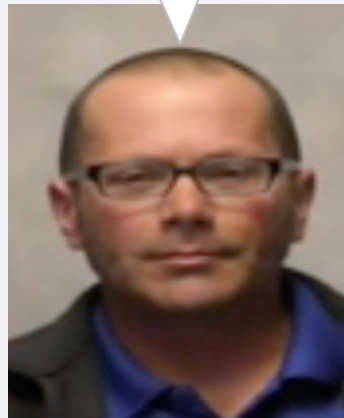
*Deposition of Brian Accetta,  
pg. 71, lines 6-9*

# Brian Accetta (Aptus Laborer in Basket with Trimboli)

What did he say?

Q. ...Was it the structure underneath that you were using as a reference point?  
Was it what you were looking up at?

**A. I was looking up and we were...more underneath the bridge than we were...when we started.**



*Deposition of Brian Accetta,  
pg. 73, lines 12-20*

# Darrell Wodzinski (Maxim Mechanic)

What did he say?

**A. After I worked on that crane that night on the bridge, after the accident happened, they had me do an inspection on the crane, a post-accident inspection...It was right after the accident happened.**

Q: Who asked you to do that?

**A: Jimmy Winters.**



*Deposition of Darrell Wodzinski,  
pg. 21, line 11 – pg. 22, line 1*

# DAILY/WEEKLY SHORT-TERM SERVICE AGREEMENT

Presented by Brent Wiley to Eric Ross at the jobsite

**MAXIM** DAILY/WEEKLY SHORT TERM SERVICE AGREEMENT  
Crane Work, L.P. (EXCLUDING FLORIDA)

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Address: \_\_\_\_\_  
Job Address: \_\_\_\_\_  
Job Name: \_\_\_\_\_  
Customer Representative Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Customer Representative Name: Maxim Crane Work, L.P.  
Authorized Signature: Don E. Goodall, Chief Legal Officer

**AUTHORIZATION TO START WORK**

Customer certifies that person(s) and riggers are qualified as defined and required by OSHA Regulations, 29 CFR 1926.1525 & 1428. Documentation is available on site. (Initial) \_\_\_\_\_

THE TERMS AND CONDITIONS GOVERNING THIS AGREEMENT AS DESCRIBED ON THE FRONT AND BACK SIDES ARE UNDERSTOOD, AGREED TO AND ARE INCORPORATED BY REFERENCE. CUSTOMER IS PLACED ON NOTICE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE CONTAIN PROVISIONS THAT, AMONG OTHER THINGS, REQUIRE CUSTOMER TO INDEMNIFY OTHERS, INCLUDING MAXIM, FROM CUSTOMER'S AND MAXIM'S NEGLIGENCE, WAIVE ALL JURY TRIALS, AND ELIMINATE WARRANTIES.

Operator: \_\_\_\_\_ Oiler: \_\_\_\_\_  
Equipment #: \_\_\_\_\_ Boom Length Job Length: \_\_\_\_\_  
Accessorial Eq.: \_\_\_\_\_ Load Weight(s): \_\_\_\_\_

**WORK PERFORMED (COMMENTS)**

ITEM	RATE
Equipment	
Crew Straight Time	
Crew Overtime	
Double Time	
Subsistence	
Freight	
Accessory Haul/Pickup	
Permits	
Other	

DATE	DAY	FROM	TO	TRAVEL	HOURS
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	Sunday				

REMARKS: \_\_\_\_\_

HAVE SIGNED AT END OF DAY/WEEK

Customer Representative Name: \_\_\_\_\_  
By: \_\_\_\_\_  
The above hours are verified to be correct. Authorized Signature: \_\_\_\_\_

ORIGINAL (sent by FAX) - INVOICE (sent by CUSTOMER) - PAYROLL (sent by CUSTOMER)

EXHIBIT 4 Ross

EXHIBIT 8/13/19

**Terms and Conditions**

1. This Agreement shall be governed by the laws of the State of Texas. The parties hereto agree that the venue for any dispute arising out of this Agreement shall be in the County of Harris, State of Texas.

2. Compliance with Laws and Standards: The Customer shall comply with and conform to all applicable laws, regulations, ordinances, rules, and orders of any governmental entity or authority having jurisdiction over the use of the Equipment. The Customer shall also comply with all applicable standards, codes, and specifications of any governmental entity or authority having jurisdiction over the use of the Equipment. The Customer shall also comply with all applicable standards, codes, and specifications of any governmental entity or authority having jurisdiction over the use of the Equipment.

3. Title: Any Equipment used in the performance of the services shall remain the property of Maxim Crane Work, L.P. ("Maxim"). The Customer shall not use the Equipment for any purpose other than the performance of the services under this Agreement. The Customer shall not use the Equipment for any purpose other than the performance of the services under this Agreement.

4. Indemnification: The Customer shall indemnify and hold Maxim Crane Work, L.P. harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the use of the Equipment by the Customer or any person acting on behalf of the Customer, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of Maxim Crane Work, L.P. or any person acting on behalf of Maxim Crane Work, L.P.

5. Release: The Customer shall release, defend, and hold Maxim Crane Work, L.P. harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the use of the Equipment by the Customer or any person acting on behalf of the Customer, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of Maxim Crane Work, L.P. or any person acting on behalf of Maxim Crane Work, L.P.

6. Assignment: The Customer shall not assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of Maxim Crane Work, L.P.

7. Default: If the Customer fails to comply with any of the terms and conditions of this Agreement, Maxim Crane Work, L.P. may, at its option, terminate this Agreement and may seek recovery of its costs and expenses, including reasonable attorneys' fees, from the Customer.

8. Force Majeure: If the performance of this Agreement is prevented or delayed by a cause beyond the control of the parties, the time for performance of this Agreement shall be extended for a period of time equal to the time during which performance was prevented or delayed.

9. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, understandings, and negotiations between the parties.

10. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall be deemed to constitute one and the same agreement.

11. Severability: If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12. Waiver: The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement.

13. Assignment: The Customer shall not assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of Maxim Crane Work, L.P.

14. Force Majeure: If the performance of this Agreement is prevented or delayed by a cause beyond the control of the parties, the time for performance of this Agreement shall be extended for a period of time equal to the time during which performance was prevented or delayed.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, understandings, and negotiations between the parties.

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17. Severability: If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

18. Waiver: The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement.



# Gary Brock, PhD

Biomechanical Engineering

Masters Degree and PhD from Cornell University  
in Biomechanical Engineering

Reviewed the facts of the case and concludes that  
the type of injuries sustained by Jonathan Trimboli  
are consistent with the man-basket being dropped  
at least 15 feet

The injuries sustained by Jonathan Trimboli are  
inconsistent with a jump off a rail or short fall

Conclusions are supported by scientific studies  
and data



# Mark Cannon, P.E.

Professional Engineer

Masters of Science in Advanced Safety and Engineering from University of Alabama

Bachelor of Science in Mechanical Engineering from Arizona State University

Performed a forensic analysis of the facts to rule out or rule all potential causes

The crane boom collapses because the pin was not properly inserted into the sections of the boom holes and cylinder which caused the boom to collapse and drop the man-basket 15-20 feet





# Bob Crandall

Commercial Vehicle Specialist and Expert

Former Supervisor of Field Operations for New York City Dept. of Sanitation Field Operations

Responsible for supervising department's maintenance, training and R&D staff

Performed analysis with a crane to exhibit how the man-basket fell when the pin was not properly inserted in the boom holes and through the cylinder

Did Maxim falsify or conceal records of material evidence for the purpose of evading liability?

---

# Scott White (Regional Mgr.)

---

Q. ...the first time you saw the crane the day that you went to do the tests that you were talking about...the pin was in the cab?

**A. That day the pin was in the cab.**



---

*Deposition of Scott White,  
pg. 55, lines 6-11*

# Scott White (Regional Mgr.)

---

Q. Was anyone with you or were you doing it by yourself?

**A. I was by myself.**



---

*Deposition of Scott White,  
pg. 53, line 24 – pg.54, line 1*

# Scott White (Regional Mgr.)

---

Q. And when you looked at it, the pin that you're talking about that you used with the fourth section was in the cab; is that right?

**A. The pin was in the cab.**



---

*Deposition of Scott White,  
pg. 53, line 24 – pg.54, line 1*

Who did Maxim swear and identify under oath were the only persons from Maxim known to them who have knowledge regarding the matters in controversy in this suit?

1. Troy Wager (V.P Safety)
2. John Merrill (Director of Safety)
3. Scott White (Operations Manager)
4. Cecil Elliott (Branch Safety Manager)
5. Brent Wiley (Crane Operator)
6. Mark Boaz (Crane Operator)

VERIFICATION

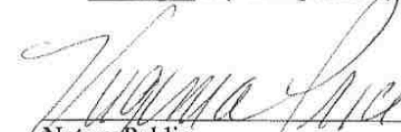
STATE OF KENTUCKY                     )  
   )  
COUNTY OF Campbell                     )

I, Troy Wagner, having been duly sworn, hereby state that all the responses made by me to the Plaintiff's First Interrogatories and Requests for Production of Documents are true and correct to the best of my knowledge, information and belief.

  
TROY WAGNER

Title: V.P. of Safety for Maxim Crane Works, L.P.

Sworn to and subscribed before me on  
this 26 day of September, 2018

  
Notary Public

My Commission Expires: 09-25-2021

Virginia Price  
Notary Public, ID No. 585967  
State at Large, Kentucky  
My Commission Expires 9/25/2021

Who did Maxim *not* identify under oath as individuals known to them who have knowledge regarding the matters in controversy in this suit?

1. Travis Powers (Head Mechanic)
2. Darrell Wodzinski (Mechanic)

# Why?

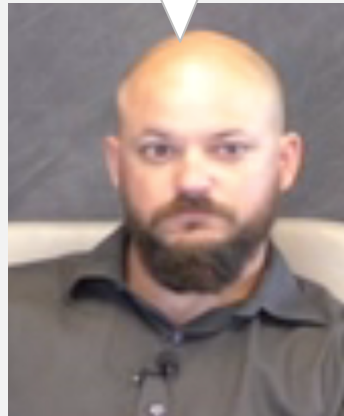


# Travis Powers (Head Mechanic)

---

Q. ...when you looked at the crane, did you bring to their attention that...  
there's an issue with that pin not being in the hole?

**A. I think I asked them ..“What are these holes for?”  
...Does this crane have a dead section? There's a hole in a boom and there's  
no pin...you might want to ask yourself why?**



---

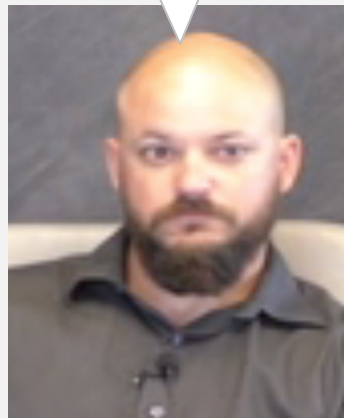
*Deposition of  
Richard Travis Powers,  
pg. 27, lines 6-15*

# Travis Powers (Head Mechanic)

---

Q. Had they already figured it out, at that time you were having the conversation with them that the pin was in the cab?

**A. It was after we started talking about that. They were going through the cab and found the pin somewhere in the cab.**



---

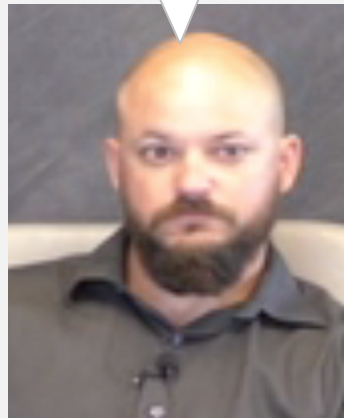
*Deposition of  
Richard Travis Powers,  
pg. 27, lines 16-22*

# Travis Powers (Head Mechanic)

---

Q. Did they say, “Oh thank you. That’s good to know.”  
Or what was their response to it?

**A. It was something to the effect of, “Yeah, that makes sense.”  
If that pin is not in place where it supposed to be  
...it could cause that scenario.**



---

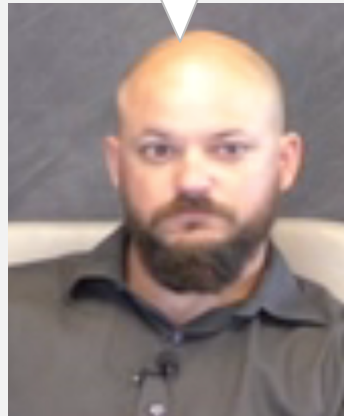
– *Deposition of  
Richard Travis Powers,  
pg. 32, line 23 – pg. 33, line 6*

# Travis Powers (Head Mechanic)

---

Q. If they went back to the office at about 1:15, it looks like this email was probably sent after you guys finished doing the inspection...?

**A. Yes, sir. It seems to be what the timeline shows**



---

*Deposition of  
Richard Travis Powers,  
pg. 45, lines 14-19*

# What did the email from Andy Elliott to Troy Wagner say?

**From:** Andy Elliott/ACR  
**Sent:** Wednesday, November 15, 2017 1:44 PM  
**To:** TWagner@maximcrane.com  
**Cc:** WPirkle@maximcrane.com; SWhite@maximcrane.com  
**Subject:** RE: Unit 2222 Extending & Retracting The Fourth Boom Section Procedures for 3300 Series Shuttlelift  
**Attachments:** 20171115134442295.pdf

Please see attached for Unit 2222 Extending & Retracting The Fourth Boom Section Procedures for 3300 Series Shuttlelift.

Cecil C. (Andy) Elliott III  
Tennessee Regional Safety Manager  
215 River Hills Drive  
Nashville, TN 37210  
615-683-3900 p  
615-391-3021 f  
615-533-0829 c

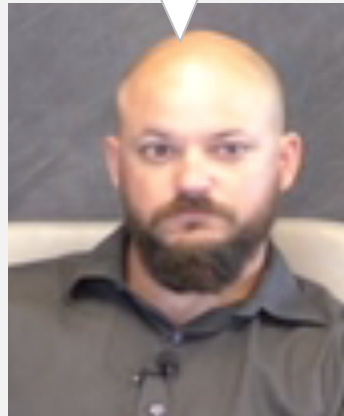
Please see attached for Unit 2222 Extending & Retracting The Fourth Boom Section Procedures for 3300 Series Shuttlelift.

# Travis Powers (Head Mechanic)

---

Q. And that's the one that you're talking about where, when you went to go look at it, that hole was empty, and the pin was not in it. Is that right?

**A. Yes, sir.**



---

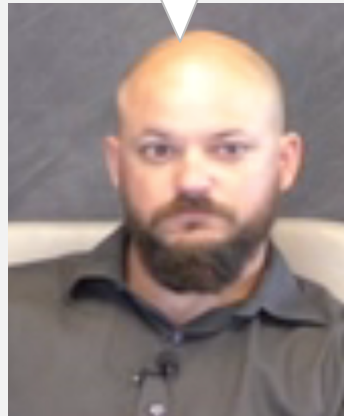
*Deposition of  
Richard Travis Powers,  
pg. 51, lines 10-13*

# Travis Powers (Head Mechanic)

---

Q. Do you have any idea how that pin got from the cab back into the hold that's shown in this picture right here?

**A. No, sir, I do not.**



---

*Deposition of  
Richard Travis Powers,  
pg. 51, lines 14-17*







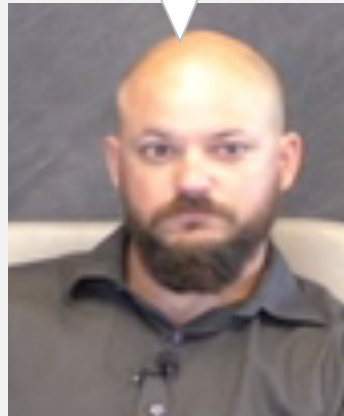


# Travis Powers (Head Mechanic)

---

Q. ...the person who found the pin that was in the cab  
when you were inspecting it in the first time was that Scott or Andy?

**A. Scott.**



---

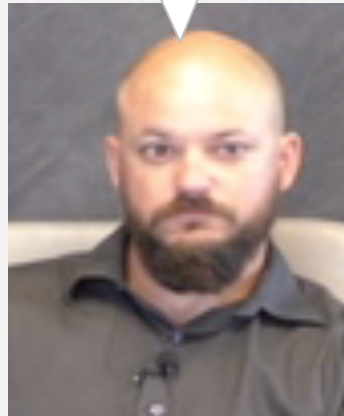
*Deposition of  
Richard Travis Powers,  
pg. 57, lines 19-22*

# Travis Powers (Head Mechanic)

---

Q. Scott White had it in his hand?

**A. Yes, sir.**



---

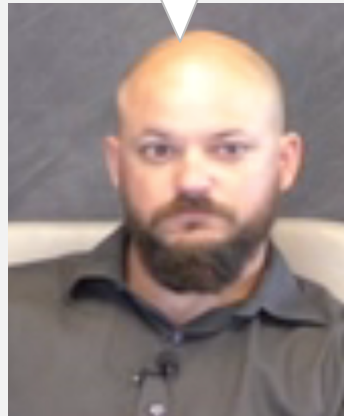
*Deposition of  
Richard Travis Powers,  
pg. 58, lines 5-6*

# Travis Powers (Head Mechanic)

---

Q. Did you all...come to a consensus that...  
it sounds like it was the pin not in and the boom fell back on itself?

**A. With the information that we had, that's kind of what we concluded.**



---

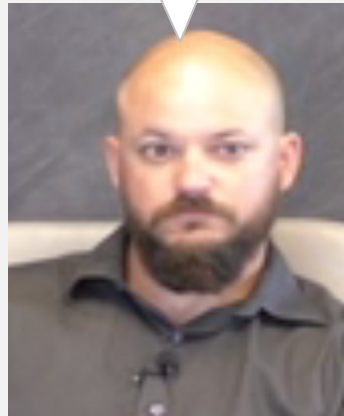
*Deposition of  
Richard Travis Powers,  
pg. 63, lines 13-17*

# Travis Powers (Head Mechanic)

---

Q. And you've told what you've told me to Andy Elliott  
and you've told what you've told me to Scott White, right?

**A. Yes, sir.**



---

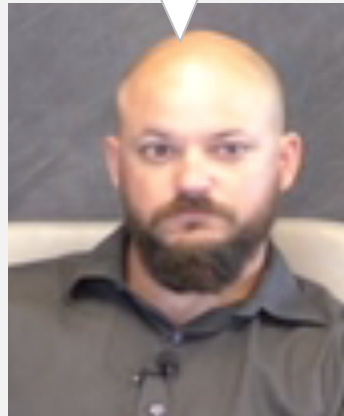
*Deposition of  
Richard Travis Powers,  
pg. 63, lines 22-25*

# Travis Powers (Head Mechanic)

---

Q. And did you find anything out of the ordinary?  
Anything operationally that was not appropriate in your view?

**A. ...the only thing I found wrong with the machine was when you...  
scoped the boom out, whenever you went to retract it,  
it wouldn't come back in.**



---

*Deposition of  
Richard Travis Powers,  
pg. 63, lines 22-25*

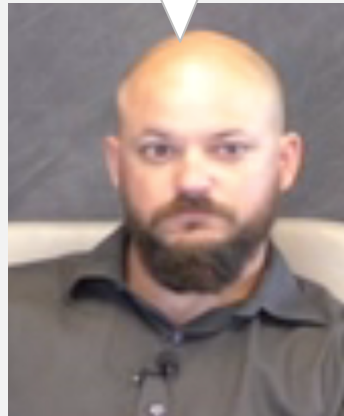


# Travis Powers (Head Mechanic)

---

Q. Did anyone ever run an incident report by you before finalizing it to get your input what may have happened?

**A. No, sir.**



---

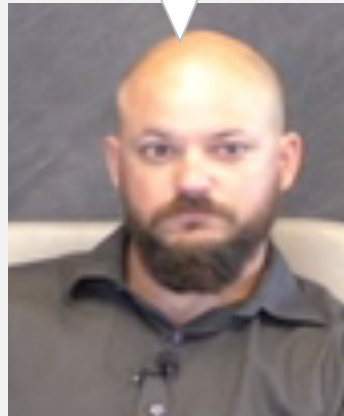
*Deposition of  
Richard Travis Powers,  
pg. 78, lines 8-11*

# Travis Powers (Head Mechanic)

---

Q. If the photos show that it was in the boom, then...  
the pin was in a different place when the inspection happened than  
when you first saw it, when the pin was not in the hole, correct?

**A. Correct.**



---

*Deposition of  
Richard Travis Powers,  
pg. 79, lines 9-14*



# Brent Wiley's signed report immediately after the incident

---

# What did Brent Wiley say after the incident?

**MAXIM**  
Crane Works

**EMPLOYEE QUESTIONNAIRE**

Name: Brent Wiley  
Address: 80 Hopewell State Lane  
Erin, TN 37061  
Phone: 931-220-0519  
Job Title: Operator

1. Date of accident: 11-14-17  
2. Time of accident: 23130  
3. Location of accident: Old Hickory Blvd. Cumberland  
4. To whom was it reported? Andy Euston  
5. When was it reported? 23143  
6. Body part/injury type? Both legs  
7. What happened:  
I was running crane 2222, was Slagged into position, set and stationary with no  
movements. No functions were being performed and  
slagging. Heard a noise from mid forward  
position and felt a shock in the cab from  
the man basket falling. After that I  
was Slagged back to the roadway  
the bridge and shut down the crane.

8. Were there any witnesses? Who? yes Names unknown

I verify that the information contained in the above questionnaire is true and correct.

Date: 11-15-17

Brent Wiley  
Employee  
(Please print name)

I was running crane 2222, was Slagged into position, set and stationary with no movement, No functions were being performed and no slagging. Heard a noise from mid forward position and felt a shock in the cab from the man basket falling. After that I

*Brent Wiley*  
*signed employee statement*

# Brent Wiley's signed report after discussions with Troy Wagner and Andy Elliott

---

Andy Elliott asked Troy Wagner to sign off on the statement

# Email from Andy Elliott to Troy Wagner

November 15th, 2017 at 4:51 pm

**From:** Andy Elliott/ACR  
**Sent:** Wednesday, November 15, 2017 4:51 PM  
**To:** TWagner@maximcrane.com  
**Cc:** WPirkle@maximcrane.com; SWhite@maximcrane.com  
**Subject:** RE: NAS Operator Brent Wiley's Statement  
**Attachments:** Brent Wiley Statement.docx

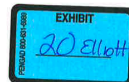
Troy please read prior to Brent Wiley signing off.

Cecil C. (Andy) Elliott III

Tennessee Regional Safety Manager  
215 River Hills Drive  
Nashville, TN 37210  
615-883-3900 p  
615-391-3021 f  
615-533-0829 c

“Troy please read prior to Brent Wiley signing off.”

*Exhibit 20 to  
Deposition of Andy Elliott*



# What did Brent Wile say after he spoke to Troy Wagner?

Brent Wiley started my shift at 2:00 on Tuesday 11/14/17 by inspecting Maxim Unit 2222 (Shuttlelift Model: 3330LB, Serial# 177704-99). After completing my Daily Crane Inspection Log, Eric Ross, Foreman for Aptus Group phoned to let me know that two trucks were coming to escort both carry deck crane onto the Old Hickory Boulevard Bridge project area. Once in place, I placed all four neoprene mats under each on the crane's outriggers to set up. Aptus Group's flatbed truck brought the man basket to my crane; I lifted the man basket from their truck the safety latch and shackle were positively secured. The man basket was lowered onto the test weight and secured prior to the load test. The crane was configured with 35' boom length, 21' Radius, and 45° – 50° Boom Angle with attached man basket and test weight. The test for this man basket lift was for twenty minutes. After competition the test weight was removed and two Aptus Group employees with tools got in the man basket. I swung the crane over the bridge and proceeded to lower the man basket to the river's lower bank. One employee got out of the man basket Brian Accetta remained in the man basket and was hoisted to the top of the Old Hickory Boulevard Bridge ready to cut the 8" gas pipeline. Mark Boaz (Unit 60806 (1997 P & H Model: D85J) was set up to lift the cut 8" gas pipeline. Once this procedure was completed both cranes moved approximate section of gas pipeline removal. I set up Unit 2222 in the same configuration with 35' boom length, 21' Radius, and 45° – 50° Boom Angle and lift with the man basket to the top of the bridge and bottom of man basket. Once confirmed of clearance the man basket was lowered to the Old Hickory Bridge. Both Jon Tremboli and Brian Accetta enter the man basket. All signaling from Jon Tremboli was stopped and no further crane operation was allowed. Jon Tremboli then began signaling Mark Boaz in the other crane to telescope the boom. At this moment that a loud noise was heard that originated from the boom tip area of Unit 2222. I felt a shock at the same time in the operator's cab of Unit 2222. Due to the poor lighting conditions I could not determine what had happened. All the Aptus Crew began to flag me to hoist the man basket up; it was at that time that we could see that Jon Tremboli had been badly injured. I landed the man basket onto the Old Hickory Bridge with both Jon Tremboli and Brian Accetta inside, where they remained until paramedics arrived on scene. I shut off power to Unit 2222 until the area was cleared. Eric Ross, Aptus' Foreman immediately phoned 911 Emergency Services. Metro Nashville Police Officer Reid (Badge # 608786) also responded to the accident scene.

Signature: [Signature] Date: 11-15-17  
Brent Wiley

Tremboli then began signaling Mark Boaz in the other crane to telescope the crane boom. It was at that moment that a loud noise was heard that originated from the boom tip area of Unit 2222. I felt a shock at the same time in the operator's cab of Unit 2222. Due to the poor lighting conditions I could not determine what had happened. All the Aptus Crew began to flag me to hoist the man basket up; it was

*Brent Wiley  
signed employee statement*

Gracie World

1225 Washington Pike  
Bridgeville, PA 15017

MOBILE CRANE INSPECTION REPORT

Hydraulic Truck Cranes/ Rough Terrain Cranes/Boom Trucks

Work Order Number <b>817274</b>	Inspection Date <b>11-15-17</b>	Branch <b>Bridgeville</b>	Location <b>87602</b>
Unit Number <b>2222</b>	Manufacturer <b>SHIRTLE LIFT</b>	Model <b>3330LB</b>	Serial <b>177704-99</b>
Boom Type <b>Telescoping</b> <input type="checkbox"/> Lattice	Boom Length <b>35</b>	No Sections <b>N/A</b>	Max Capacity <b>21.5 Tons</b>
		Extension Length <b>N/A</b>	Jib Length <b>10</b>
			Foot <b>10,000 - 15</b>
			Tire Size <b>10,000 - 15</b>

Pre Start (Walk Around)

Inspection Item	OK	NO	NA
1. Engine Fluid Levels, Leaks, Belts, Guards, Exhaust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Hydraulic Fluid Level, visible leaks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Batteries, securement, cables	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Tires, Condition, inflation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Steps, Covers, handrails	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Decals, Hand signals, Power lines, Pinch Points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Cab, Seat, glass, mirrors, mirrors, doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Operators manual and load charts in crane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Log book in crane, fire extinguisher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Set Up (Engine Start, Set Up On Outriggers)

10. Controls marked and free movement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Electrical system, gauges, indicator lights, horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Start up, engine controls, noise, hydraulic noise	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Air pressure system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Travel, Steering and Swing functions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Brakes, travel, parking and swing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Outrigger operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Engine off Detailed component Inspection

17. All Lights, headlights, turn signals, marker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Main Frame, cracks, corrosion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Outrigger beams, wear, cracks, lubrication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Outrigger cylinders, hoses, valves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Outrigger pads, securement, damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Wheels, tires, Steering Linkage, Suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Driveline, Transmission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Lower air, Hydraulic lines, leaks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Electrical cables, connections, insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Park brake assay, adjust if required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Fuel, Hydraulic and Air Tanks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Brake chambers, cams, shoes, adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Brake master cylinders, fluid level, leakage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Tool boxes, mounting, corrosion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Counterweight securement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Swing bearing, vane, lubrication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Boom, main and cylinder pins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Winch mounting, motor, lines, valves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Upper Air, Hydraulic and Electrical lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. Wire rope wrapping on drums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. Upper covers and guards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. Jib Securement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Engine Start/Extend Boom and Inspection

Inspection Item	OK	NO	NA
39. Main Boom, welds, chords, lugs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. Telescoping Sections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. Telescoping Cylinder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42. Wear Pads, Lubrication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43. Extension linkage, chains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44. Jib Lattice, Steps and Drive Brackets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45. Boom and Jib Sheaves, Cable Guides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46. Load block	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47. Headsche ball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Operational Check

48. All controls function smoothly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49. Boom angle Indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50. ATB Operational	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51. Boom Length Indicator Operational	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52. Minimum 2 wires on all drums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53. Rotation Indicator Operational	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54. Crane Load device accurate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
55. Load Cells and indicators accurate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

*Maxim Mobile Crane Inspection  
Report made after the injury*



# The jury's task

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What you must decide

# Negligence

What must you decide?



## Jury instruction: Fault

Negligence is the failure to use ordinary or reasonable care. It is either doing something that a reasonably careful crane company and crane operator would not do, or the failure to do something that a reasonably careful crane company or crane operator would do, under all of the circumstances in this case. The mere happening of an injury or accident does not, in and of itself, prove negligence.

A person may assume that every other crane company or crane operator will use reasonable care, unless a reasonably careful person has cause for thinking otherwise.

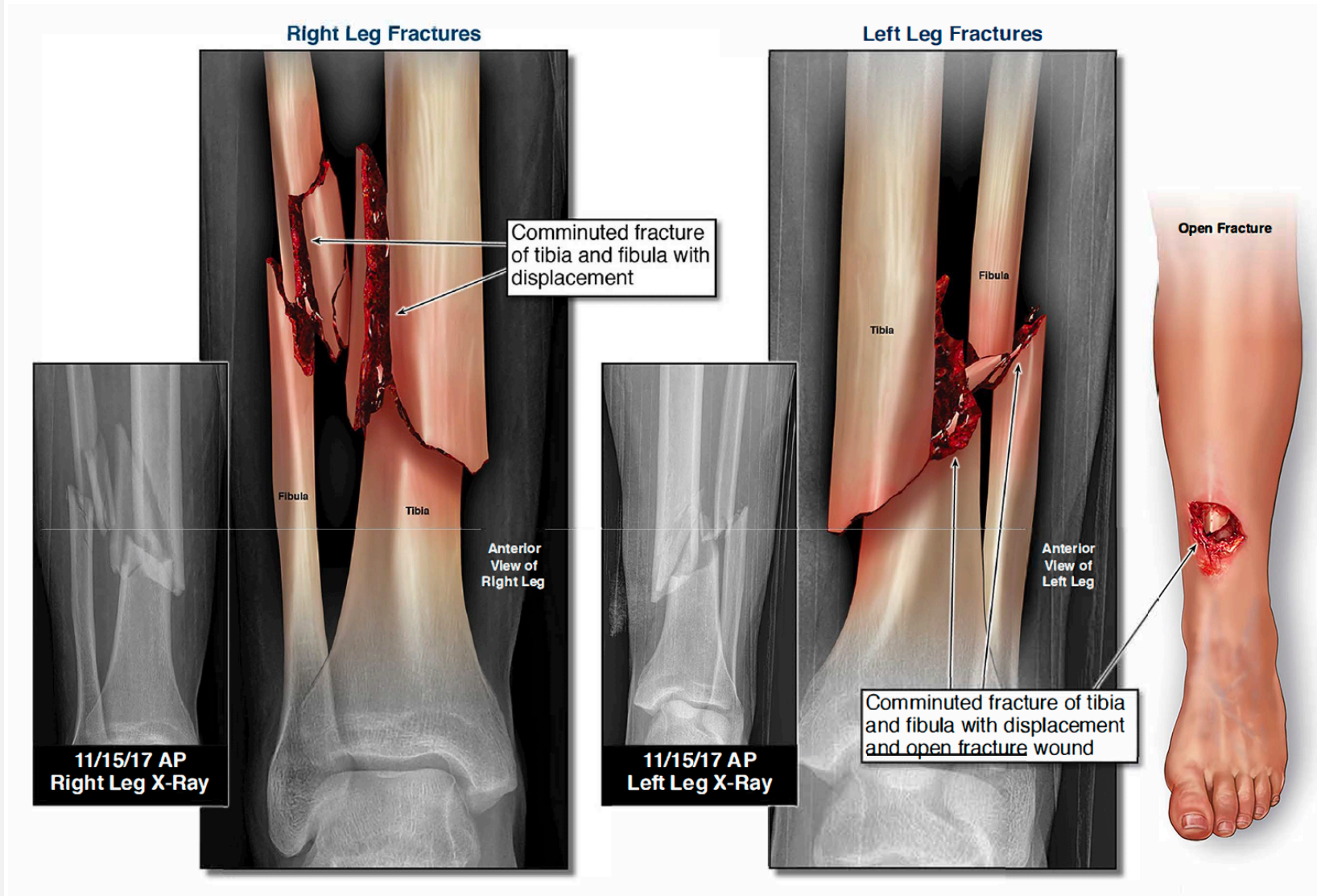
A reasonably careful crane company and crane operator would be familiar with and follow manufacturer procedures for the Shuttlelift Carrydeck crane for assembly, inspection and tagout.

Maxim and its employee Brent Wiley were not familiar with and did not follow the manufacturer assembly, inspection and tagout procedures for the Shuttlelift Carry deck crane.

# Damages

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# Mr. Trimboli: Initial Bilateral Tibia/Fibula Fractures



Mr. Trimboli:  
How do these  
injuries affect his  
whole body?

Torn rt. knee cartilage,  
requiring surgeries

Torn lt. knee cartilage,  
requiring surgeries

Fractures rt. shin bone  
cartilage, requiring  
surgeries & nailing of  
both bones

Fractures lt. shin bone  
cartilage, requiring  
surgeries & nailing of  
both bones



# Mr. Trimboli – What treatments had he endured?

---

## **Surgery**

Operative fixation of left tibial shaft with intramedullary device

Operative fixation of right tibial shaft with intramedullary device

Debridment and irrigation down to and including bone

Daily dressing to wounds





# Mr. Trimboli – What treatments had he endured?

---

## Surgeries

Revision ORIF left distal tibia malunion with intramedullary rod fixation and hardware removal. Implant of 14.17-inch synthes tibial nail

Revision ORIF left distal fibular shaft non-union

Left leg in mobilizer

Left knee scope with plica excision and limited debridement

Open removal of hardware (tibial screws)cc



# Mr. Trimboli – What treatments had he endured?

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## Therapies

Aggressive occupational therapy to increase independence at VUMC

Aggressive physical therapy at VUMC

Inpatient rehabilitation at Pineville Rehab from 11/21/17 – 11/29/19

Outpatient physical therapy 12/17 – 1/18



# Mr. Trimboli – What treatments had he endured?

---

## **Therapies & Devices**

Inpatient rehabilitation at Pineville Rehab from  
1/24/18 – 2/4/18

Outpatient physical therapy 2/18 – 5/18

Outpatient physical therapy 3/19 – 5/19

Wheelchair, walker, crutches, cane

Legs in boot, use of transfer bench, raised toilet  
seat



# Mr. Trimboli – What treatments had he endured?

## Surgery

Operative fixation of left tibial shaft with intramedullary device  
Operative fixation of right tibial shaft with intramedullary device  
Debridment and irrigation down to and including bone  
Daily dressing to wounds

## Surgeries

Revision ORIF left distal tibia malunion with intramedullary rod fixation and hardware removal. Implant of 14.17-inch synthes tibial nail  
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Left leg in mobilizer  
Left knee scope with plica excision and limited debridement  
Open removal of hardware (tibial screws)cc



## Therapies

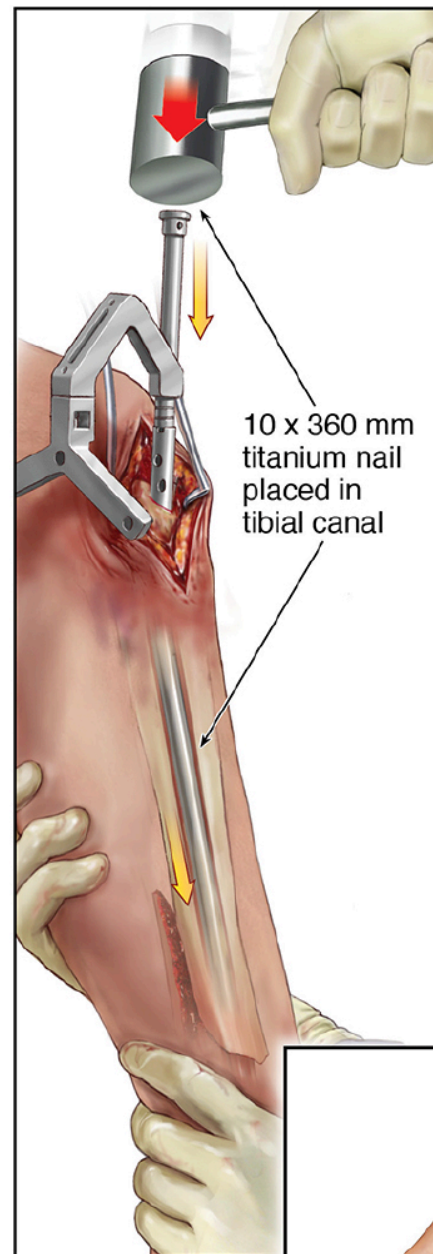
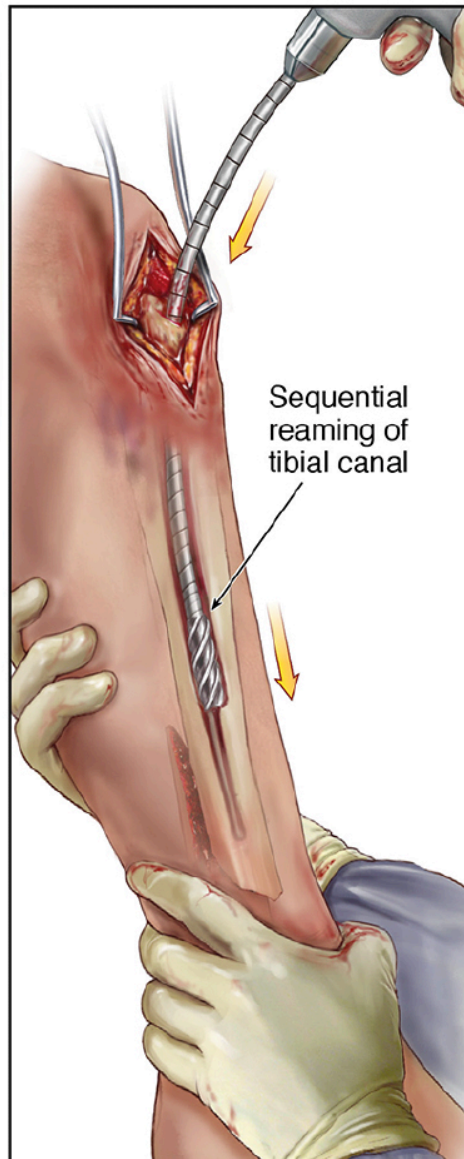
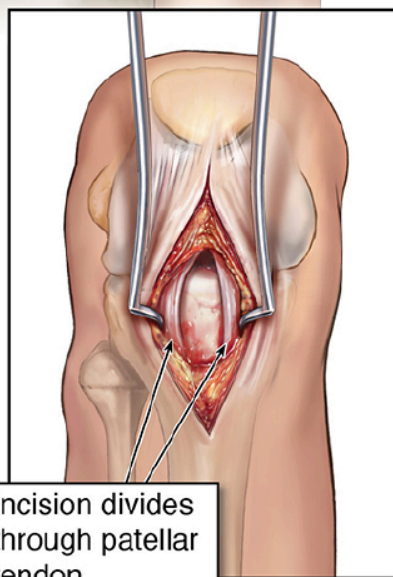
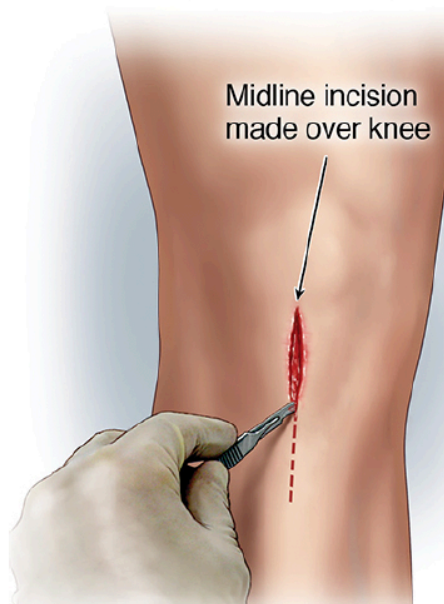
Aggressive occupational therapy to increase independence at VUMC  
Aggressive physical therapy at VUMC  
Inpatient rehabilitation at Pineville Rehab from 11/21/17 – 11/29/19  
Outpatient physical therapy 12/17 – 1/18

## Therapies & Devices

Inpatient rehabilitation at Pineville Rehab from 1/24/18 – 2/4/18  
Outpatient physical therapy 2/18 – 5/18  
Outpatient physical therapy 3/19 – 5/19  
Wheelchair, walker, crutches, cane  
Legs in boot, use of transfer bench, raised toilet seat



# Mr. Trimboli: 11/15/17 Right Tibia Intramedullary Nailing

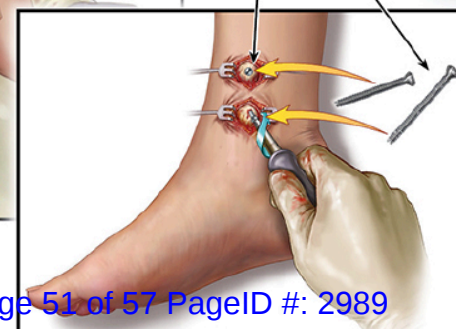


Postoperative View

Two proximal locking screws

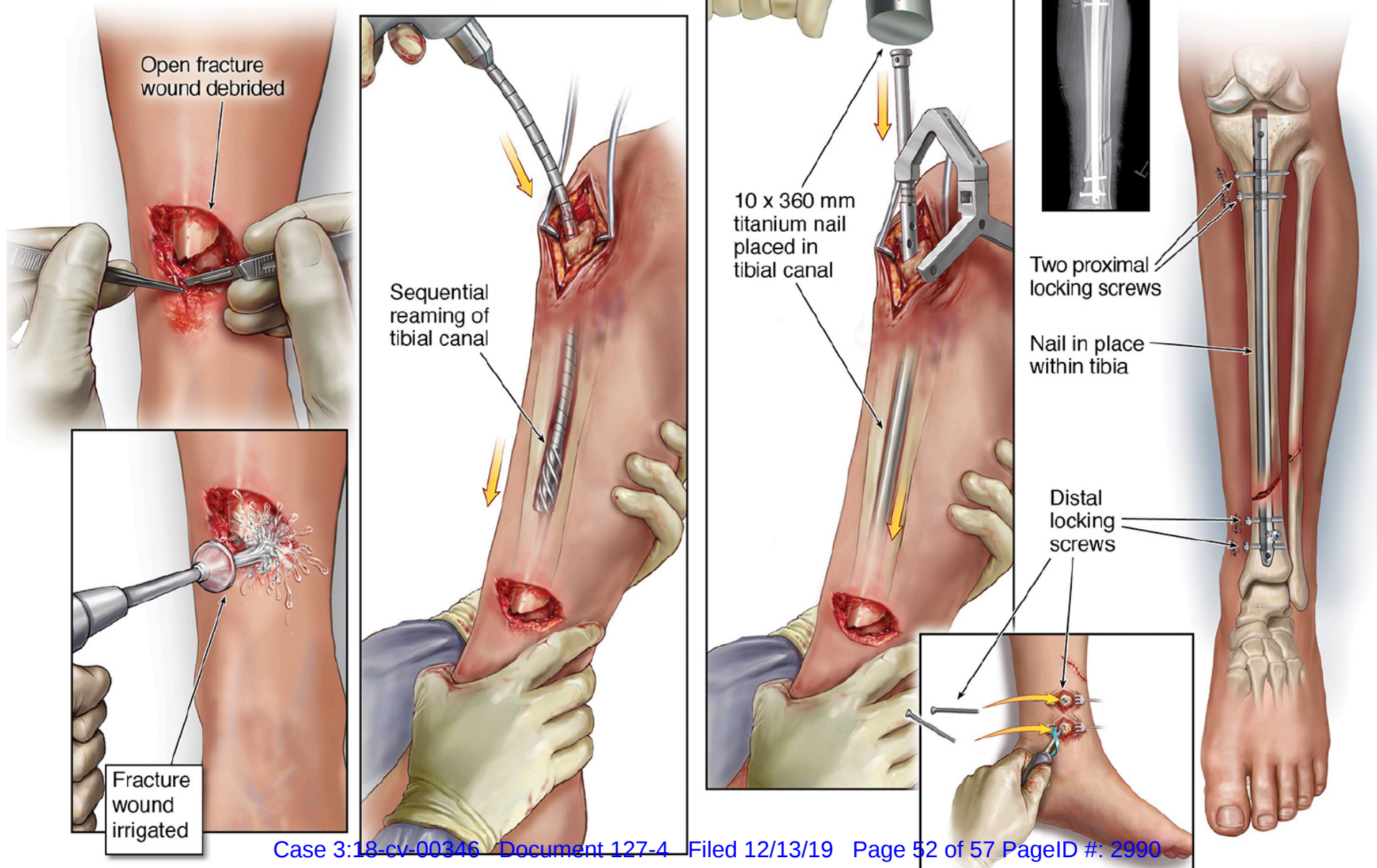
Nail in place within tibia

Distal locking screws



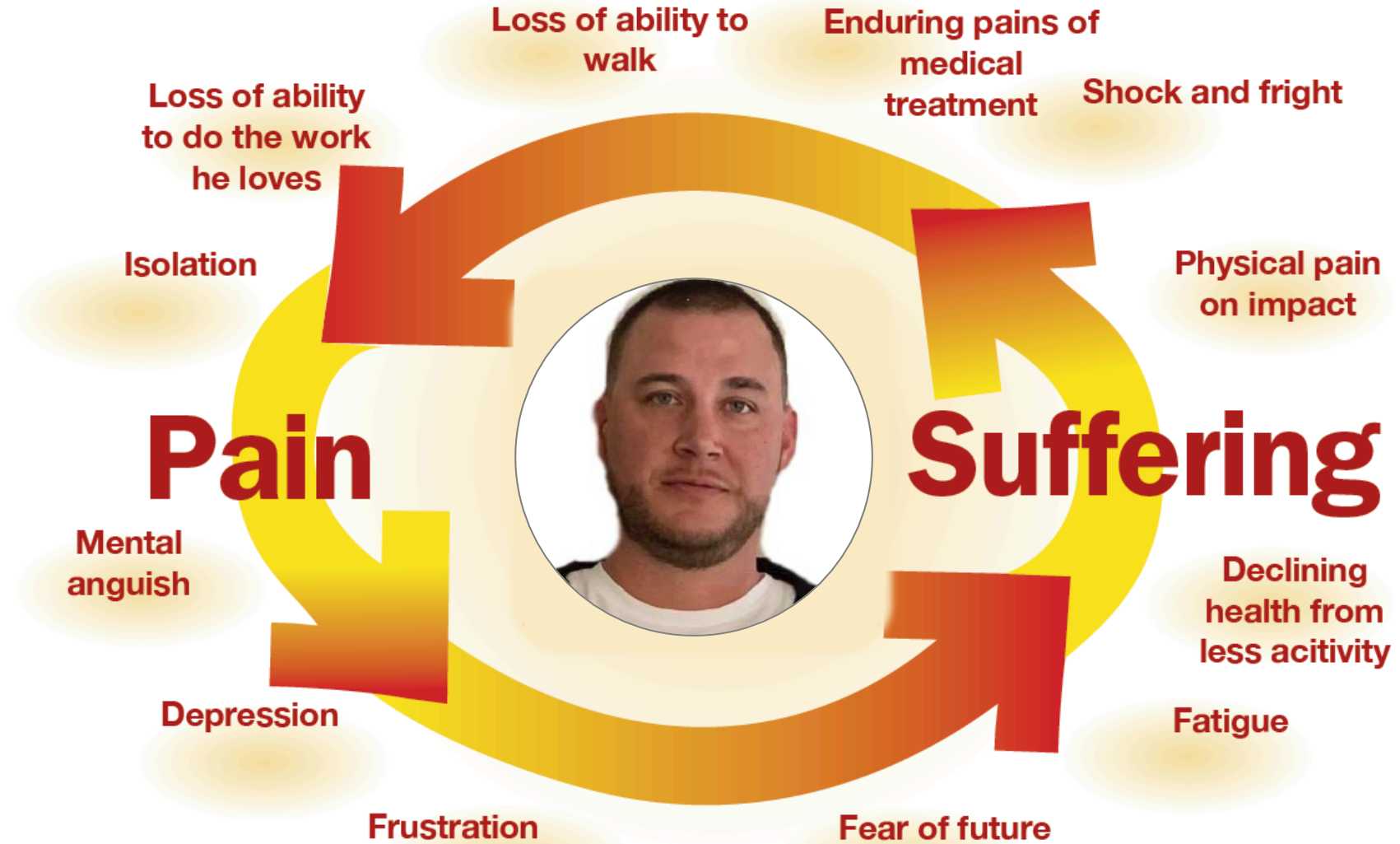


# Mr. Trimboli: 11/15/17 Left Tibia Intramedullary Nailing





# Pain & suffering: How Does the Cycle Affect Jonathan Trimboli?



# What Can Jonathan Trimboli No Longer Do?



# What Will it Cost for the Medical Providers & Support He Will Need for the Rest of His Life

Jonathan Trimboli

He will need:

**\$61,524.88/year**  
for medical support **×** **42 year**  
life expectancy

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**= \$2,584,045**

**just for Jonathan Trimboli's medical providers  
& support for the rest of his life**

# Worklife Probability

Jonathan Trimboli | Analysis CPS Education Post

	Absent Injury CPS	With Injury CPS Ed	Value / Dif
Birth year			1982
Injury date			11/15/17
Analysis date			5/8/19
Base wage	80,000	63,507	20.6%
Fringe rates	25.8%	25.8%	
Education level	Some college, no degree	Some college, no degree	
Gender life/emp.			Male
Disability status	No work	Not severe work, et. al.	
Growth/discount			Pure offset
Future worklife	25.2	18.5	26.4
Total Earnings	2,531,901	1,480,235	1,051,666

Past medical expenses:  
\$370,017.91